



## TERMS, RULES & REGULATIONS

### ORGANIZER, SHOW MANAGEMENT, EXHIBITOR AND SPONSORS

The Healthy Living Expo AKA Mind Body Spirit Expo, organizing this show and is sometimes referred to in this and related materials as "MBS" or "Organizer or Show Management. The entity or person contracting hereunder for the right to exhibit at the show is sometimes referred to in this and related material as "Exhibitor". Certain entities to be designated by MBS are referred to in this and related materials as "Sponsors" in the presentation of this show.

### APPLICATION, ACCEPTANCE, MLM's, ASSIGNMENT OF SPACE AND REFUNDS

Exhibitors signing up Applications must be accompanied by 50%, deposit; balance is due within 45 Days unless other payment arrangements have been made. Selection of booth locations will be made by MBS on the basis of date of its receipt of this Application & Contract, and consistent with the overall organization and program requirements of the show, all placements to be in the sole discretion of MBS. Cancellation Policy; 50% refund of booth price prior to June 1, 2010, 25% refund up until July 31st. No refund of deposit or other monies paid will be made after July 31st for Valley Forge, unless application is rejected by MBS, except as specifically provided herein. MBS reserves the right to reject applications of potential exhibitors, which it, in its sole discretion, deems inappropriate for inclusion in the show or for any other reason. Exhibitor intends to be legally bound by all of the terms and conditions of this Application & Contract, as these may be supplemented and amended as provided herein. You MUST note all the products you will showcase on your application otherwise you will not be able to showcase these products at the expo if another exhibitor is showing the same product and had exclusivity. In such a case, you may be forced to remove them from your table if you do not have Expo consent. Exclusivity may be granted upon request only. Exhibitors may NOT block the visibility of their neighbors and may NOT use side dividers higher than the 3 feet provided.

### SHARING SPACE & NOISE DISTURBANCES

Exhibitor may share its space ONLY with the written permission of MBS, which shall not be withheld unreasonably. Only 8ft and 10ft booth may share. The fee of a share is (\$300 share fee for 8ft booths/\$400 share fee for 10ft. booths). No more than two persons/companies shall share a booth. Exhibitor agrees not to allow another entity or person to display or advertise in Exhibitors booth without paying the (\$300 share fee for 8ft booths/\$400 share fee for 10ft. booths). Exhibitors agrees not to permit non-exhibitors to place stickers, placards or other signs or advertisements anywhere in the show. Associations do not constitute a share. You may not make noise that disturb your neighbors. If you have music, TV, use a microphone or equipment that makes noise you must note this on your application otherwise you will be forced to turn off the disturbing sound. We will try to locate you in an area that accommodates everyone's needs.

### LIABILITY

MBS, and Sponsors shall not be liable for loss, damage, theft or other injury to any person or property owned or controlled by, or present at the invitation of Exhibitor, whether incident to, arising from or connected with Exhibitors participation in the show. Exhibitor is not provided with any insurance Coverage under this Application & Contract and, except for those coverage's required herein, is solely responsible for determining and procuring such insurance as it may desire.

### SECURITY

Exhibitor is required to follow and use any security arrangement made by MBS or the Valley Forge Convention Center Authority with respect to persons and property in connection with the show. No such security arrangement, however, shall in any way result in liability to MBS or Sponsors, nor shall it in any way limit Exhibitor's duties hereunder with respect to insurance coverage and indemnification.

### INSURANCE

Exhibitor, who are practicing medicine or who are engaging in professional activities, including all types of bodywork or sell or give sample products or food of any kind shall, at its sole cost and expense, procure and maintain in force, throughout the entire show period the appropriate insurance from companies licensed to do business in the Commonwealth of Pennsylvania and with a Best's Insurance Guide rating of at least "A-"

Exhibitors engaged in Professional activities (eg. Massage, Chiropractic adjustments) in connection with its exhibit, professional Liability insurance with limits of coverage not less than \$500,000 per occurrence and \$1,000,000 aggregate, or amounts required by law, whichever is greater. If any such insurance is written on a claims made basis, the policy must provide for "tail" coverage for a period of six years. Exhibitor selling products or food shall have product liability insurance with limits of coverage not less than \$500,000 per occurrence and \$1,000,000 aggregate, or amounts required by law, whichever is greater. **MBS Expo must be named as a co insured throughout the duration of the expo when exhibitor is engaged in any physical contact with the public.**

Certificates of insurance evidencing compliance with the above requirements shall be provided to MBS within 30 days of acceptance of this Application & Contract, but in no event later than 5 days before the show. All certificates shall evidence the agreement on the part of the insurer to provide MBS with 30 days prior written notice of any cancellation or modification of coverage.

Prospective exhibitors may seek a modification of the above insurance requirements by proposing alternate arrangements at the time of submission of this Application & Contract to MBS, whose decision in regard to same shall be final.

### INDEMNIFICATION

Exhibitors shall indemnify, defend and hold harmless MBS and Sponsors and their directors, officers employees and agents ("Indemnities"), from and against any and all

losses, claims liable, damages, demands, actions, costs, expenses (including without limitation attorneys fees and court costs) and judgments recovered from or asserted

against Exhibitor or indemnities, on account of injury (including, without limitation death) to any person, or damage to or loss (including, without limitation, theft) of any property (i) to the extent that any such injury, damage or loss may be incident to, arise out of, or be caused, wholly or in part, by any act, omission, negligence or misconduct on the part of Exhibitor or any of its agents servants, employees, contractors, patrons, guests, licensees or invitees or on the part of any other persons entering the show spaces or other areas in and around the Valley Forge Convention Center with the express or implied invitation or permission of Exhibitor ("Permittees"), or (ii) when any such injury, damage or Loss is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees or Permittees of any law, ordinance or governmental order of any kind or (iii) when any such injury, damage or loss may in any other way arise from, out of or in connection with the occupancy, use or enjoyment by Exhibitor or any of its agents, servants, employees, contractors, patrons guests, licensees, invitees or Permittees of Exhibitor's or any other person's or entities spaces, products, services or equipment, whether within the show spaces or other areas and around the Valley Forge Convention Center, and whether arising from the negligence of Indemnities or otherwise. Indemnification hereunder shall be effective except to the extent that such injury, damage or loss results from the gross negligence or willful misconduct of Indemnities; and shall be effective without regard to limits of coverage for insurance required or procured hereunder.

### FORCE MAJEURE

If the show spaces or other areas of the Valley Forge or Convention Center are rendered unusable by fire other casualty, or by reason of strikes, civil disorder acts of God or any other reason beyond the control of MBS, MBS shall have the right to terminate this Application & Contract. MBS and sponsors shall not be liable for any loss or damage suffered by Exhibitor by reason of termination pursuant to this provision, provided, however that MBS shall returned Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with the show.

### REMEDIES

In the event of breach by Exhibitor of any terms of this Application & Contract, as supplemented and amend - as provided herein, MBS may, in addition to all rights and remedies available at law or in equity, immediately terminate the Application & Contract and Revoke the sublicense granted hereunder and enter and take exclusive possession of, and remove all persons and property from, the show spaces without legal proceedings or notice. Any property so removed may be shipped to Exhibitor at his sole expense or disposed of by MBS, in its sole discretion. Exhibitors shall indemnify, defend and hold harmless MBS and Sponsors from and against any claims that may be advanced by Exhibitor or any other entity or person as a result of MBS's actions under this paragraph, whether due to MBS's negligence or otherwise. Indemnification hereunder shall be effective except to the extent that damage or injury results from the gross negligence or willful misconduct of Indemnities; and shall be effective without regard to limits of Coverage for insurance required or procured hereinafter.

### FREIGHT CHARGES:

There is NO UNION LABOR required by the Valley Forge Convention Center for move in or move out. Any exhibitor who has freight can hire labor to help them move in and out at a rate of \$25 per hour per man with a one hour minimum. If labor is required for move in/out Exhibitor must make arrangements with MBS TWO weeks prior to show date. Move in begins at 9am and be completed by 2pm Friday and move out begins Sunday, at 6pm until 10pm. To insure an even flow of traffic each Exhibitors will receive a specified move in time. Once the Exhibitor has moved in they can stay until closing time that day in order to arrange their booth. Dollies are permitted to be used by Exhibitor and will be available for Exhibitor's use. If interested, Exhibitor should reserve dollies ahead of time to insure their availability. All labor fees are payable at the time of service, and before service is rendered.

### FOOD AND BEVERAGES

Exhibitors may sell or give samples of food and beverages providing they obtain the permit from Montgomery County (Merion Twp.) Call 610-278-5117 to obtain your application or call MBS at 215-627-0102. All such Exhibitors must show Certificate of Insurance as outlined in paragraph 6 titled INSURANCE.

### OTHER PROVISIONS; SUPPLEMENTATION AND AMENDMENTS

MBS shall have full authority to interpret and enforce all terms, rules and regulations contained herein, as these may be supplemented and amended, and its Rulings shall be final. Exhibitors shall take no action or conduct itself in any way so as to jeopardize the safety of any participants, or otherwise disrupt the show, and MBS may exercise any of the remedies provided herein in order to alleviate any danger or disruption. Exhibitor shall comply with all laws, ordinances and appropriate jurisdictions. Exhibitor shall comply with all terms, rules and regulations relating to the installation, operation and removal of exhibits, including the scheduling thereof; the use of exclusive, preferred and third party services; and submission by Exhibitor to MBS of plans of operation on (and modifications thereof required by MBS) including, without limitation, promotional activities such as giveaways prizes, etc.

Exhibitor shall comply with all policies, rules and regulations of the Valley Forge Convention Center as these affect its activities within the show spaces and other areas in and around the Valley Forge Convention Center, and as these may be amended from time to time: and shall be bound by those policies, Rules and regulations to the same event as MBS (which are referred to therein as Licensee) A copy of these policies, rules and regulations will be provided to Exhibitor by MBS. The terms, rules and regulations contained herein may be supplemented and amended by MBS in order to assure the safe and orderly operation of the show. Notice of supplements and amendments shall be given by MBS to Exhibitor.

# 2010 Mind Body Spirit Expo

VALLEY FORGE CONVENTION CENTER

